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			etc.), access to the cable plats is also critical, as these allow AT&T to plan its network deployment into and at the building in a rational and cost-effective way.		Verizon currently provides all relevant information needed to accomplish AT&T's purposes of gauging capacity, designing, and planning its network and addressing safety concerns. Verizon does so within the 45-day time frame the FCC has established for responding to such inquiries. Furthermore, Verizon should not be required to absorb all the costs included with redacting confidential information out of the requested documents. Under Verizon's current agreement in Virginia, it has procedures in place for handling such requests and notes that it is willing to continue under this approach.
V-15	<i>Sales of Exchanges</i> What requirements should apply in the event of a sale of exchanges or other transfer of assets by Verizon?	The contract language proposed by AT&T in Section 28.8.2 is as follows: 28.8.2 Transfer of Telephone Operations 28.8.2.1 If VZ directly or indirectly (including without limitation through a transfer of control or by operation of law) sells, exchanges, swaps, assigns, or transfers ownership or control of all or any portion of VZ's telephone operations (any such transaction, a "Transfer") to any purchaser, operator or other transferee (a "Transferee"), VZ shall provide AT&T with at least one hundred eighty (180) days prior written notice of such Transfer. VZ shall require in any Transfer that the Transferee thereof shall agree in writing (in form and substance reasonably satisfactory to AT&T), for	In order to enter and compete in the local exchange market throughout Virginia, AT&T must be assured that a transfer of Verizon's assets will not materially alter or impair AT&T's ability to provide service to residential and business end users. Nor should such a transfer cast doubt on AT&T's rights under the interconnection agreement. AT&T, and AT&T's customers, must be protected in the event Verizon chooses to transfer or sell some of its exchanges or other assets. If not, AT&T will be unable to rely on receipt of uninterrupted wholesale service from the incumbent pursuant to the terms of a fully negotiated and arbitrated interconnection agreement, and will be subject to unreasonable exposure and risk.	Verizon opposes inclusion of AT&T's proposed Section 28.8.2 to the Parties' Agreement.	As a preliminary matter, the assignment or transfer of assets is not an issue subject to negotiation or arbitration. 47 U.S.C. § 252 makes clear that the FCC has no jurisdiction to impose any condition on Verizon's ability to assign its assets in an interconnection agreement. Regardless, any future assignment of operational assets by Verizon would be subject to the Virginia Commission or FCC supervision. If AT&T felt threatened by this action they could be adequately protected by voicing their concerns to one of the commissions at that time. Furthermore, no rule of law compels Verizon to continue its obligations under an interconnection agreement after the relevant assets have been repositioned with a new ILEC. All

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		<p>the benefit of AT&T:</p> <p>(i) to be bound by all of VZ's obligations in this Agreement with respect to the portion of VZ's telephone operations so transferred (the "Transferred Operations"), including but not limited to, any operating agreements, OSS, performance standards, or ancillary or third party arrangements relating to the provision of services under this Agreement or pursuant to tariff(s) in effect 180 days prior to such Transfer;</p> <p>(ii) to ensure that the Transfer shall have no impact on the operations or functionality of any of the Services provided under this Agreement to AT&T or its end users;</p> <p>(iii) if the Transferee has an existing interconnection agreement with AT&T or any other entity at the time of the transfer (an "Existing Agreement"), to make available to AT&T the option of having all or any portion of the terms and conditions of any Existing Agreement govern the Transferee's obligations to AT&T with respect to the Transferred Operations in lieu of the corresponding terms and conditions of this Agreement;</p> <p>(iv) to waive any claim of rural exemption with respect to the Transferred Operations pursuant to Section 251(f) of the Act or other applicable law; and</p>	<p>This uncertainty will leave AT&T especially vulnerable if Verizon were to sell certain of its exchanges to another telephone provider that intends to use dramatically different electronic interfaces or modes of interconnection, or intends to seek (or has already sought) a rural exemption from ILEC obligations pursuant to § 251(f). Such a dramatic shift could negate and indeed, render obsolete AT&T's capital investment in equipment, software, and systems used in or for various exchanges based on the Verizon systems and processes. There must therefore be language in the interconnection agreement that ensures that the transferee of Verizon's exchanges or assets continue to abide by obligations under the agreement for the benefit of AT&T.</p>		<p>rights and obligations with regards to those assets would reside with the new ILEC. Verizon could not be compelled to obligate an assignee or transferee to this interconnection agreement.</p>

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		(v) to engage in good faith negotiations with AT&T prior to the expiration of any interconnection agreement governing the Transferred Operations. 28.8.2.2 VZ shall guarantee the Transferee's performance under this Section 28.8.2.			
VI-1	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement?	Not Applicable	WorldCom did not have a responsibility to raise in its Arbitration Petition items Verizon wishes to see in the interconnection agreement. That was Verizon's responsibility. WorldCom's first opportunity to respond to these items occurred after Verizon filed its proposed contract language on May 31, 2001. The Commission made it abundantly clear that neither party should propose its template contract as a default, and that no given contract will serve as the default. Both parties are responsible for raising discrete issues; the parties are barred from proposing any template contract categorically.		As discussed in Verizon's Answer, the Act mandates that Verizon must allow CLECs to interconnect with its network. It does not mandate that Verizon build a network that the CLECs desire for their "business needs." Verizon's proposed interconnection agreement that it forwarded to WorldCom for negotiation reflects Verizon's responsibilities under the Act, the Commission's various orders, and the Commission's specific order to the new entity Verizon to make available to any requesting telecommunications carrier "generic interconnection and resale terms and conditions." In WorldCom's Statement of Unresolved Issues, it has placed much of Verizon's proposed interconnection agreement in dispute. Nevertheless, there are various provisions that WorldCom has failed to place in dispute. Highlighted in Verizon's Exhibit B are the provisions that WorldCom has failed to place in issue. Accordingly, for the reasons stated in Verizon's Exhibit B, the Commission should

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VI-1(Y)	Alternate Billed Calls	The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in accordance with an arrangement mutually agreed to by the Parties. <u>Pending establishment of a mutually agreed to arrangement, the Parties understand that the end user, and not either Party, is responsible for payment of alternate billed calls for the intraLATA intrastate calls made or accepted by that end user.</u>	See Issue VI-1 generally. In addition, the Parties should settle payments for intraLATA intrastate alternate billed calls through a mutually agreed-to arrangement (e.g., a billing and collection arrangement). In the absence of such an arrangement, however, the end user that makes or accepts alternate billed calls is responsible for the cost of these calls. The cost of these calls is not the responsibility of either party.	Additional Services Attachment 2 Dialing Parity - Section 251(b)(3) Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.	order inclusion of those provisions. Section 1.1 of Verizon's additional services attachment to Verizon's proposed interconnection agreement provides that the Parties will engage in settlements of intraLATA, intrastate, alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective customers in accordance with an arrangement mutually agreed to by the Parties.
VI-1(Z)	Dialing Parity – Section 251(b)(3)	Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.	See Issue VI-1 generally. Resolved by including in the agreement Verizon's proposed language.	RESOLVED	RESOLVED
VI-1(AA)	Information Services Traffic	WorldCom proposes to delete Verizon's proposed Additional Services Attachment, Section 5 and adding the following. Either Party may purchase, for the sole purpose of billing and collections activity, from the other Party, Bill-Name and Address at the rates set forth in this Agreement.	See Issue VI-1 generally. Verizon's proposed Section 5 incorrectly presumes that "voice information services" are never local calls, when in fact they can be local or intraLATA/intrastate toll calls. Verizon's proposed language is contrary to industry practice because it places full responsibility for payment of voice information services on WorldCom. Usually, when carriers bill another carrier for services provided by the former to its customers, the carriers enter into a billing and collections agreement that takes into account a certain portion of	Additional Services Attachment 5 Information Services Traffic 5.1 For purposes of this Section 5, Voice Information Services and Voice Information Services Traffic refer to switched voice traffic, delivered to information service providers who offer recorded voice announcement information or open vocal discussion programs to the general public. Voice Information Services Traffic does not include any form of Internet Traffic. Voice Information Services Traffic also does not include 555 traffic or	This provision sets forth the Parties' responsibility regarding the terms and conditions for the exchange of Information Services Traffic. The Parties' interconnection agreement must address this subject matter. It is not entirely clear to Verizon why WorldCom would object to this provision. It is reasonable and applies non-discriminatorily to all CLECs.

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			payments that will be uncollectible.	<p>similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information services Traffic is not subject to Reciprocal Compensation as Local Traffic under the Interconnection Attachment.</p> <p>5.2 If a **CLEC Customer is served by resold Verizon Telecommunications Service or a Verizon Local Switching UNE, subject to any call blocking feature used by **CLEC, to the extent reasonably feasible, Verizon will route Voice Information Services Traffic originating from such Service or UNE to the Voice Information Service platform. For such Voice Information Services Traffic, unless **CLEC has entered into an arrangement with Verizon to bill and collect Voice Information Services provider charges from **CLEC's Customers, **CLEC shall pay to Verizon without discount the Voice Information Services provider charges. **CLEC shall pay Verizon such charges in full regardless of whether or not it collects such charges from its own Customers.</p> <p>5.3 **CLEC shall have the option to route Voice Information Services Traffic that originates on its own network to the appropriate Voice Information Services platform(s) connected to Verizon's network. In the event **CLEC exercises such</p>	

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				<p>option, **CLEC will establish, at its own expense, a dedicated trunk group to the Verizon Voice Information Service serving switch. This trunk group will be utilized to allow **CLEC to route Voice Information Services Traffic originated on its network to Verizon. For such Voice Information Services Traffic, unless **CLEC has entered into an arrangement with Verizon to bill and collect Voice Information Services provider charges from **CLEC's Customers, **CLEC shall pay to Verizon without discount the Voice Information Services provider charges. **CLEC shall pay Verizon such charges in full regardless of whether or not it collects such charges from its own Customers.</p> <p>5.4 **CLEC shall pay Verizon such charges in full regardless of whether or not it collects charges for such calls from its own Customers.</p> <p>5.5 For variable rated Voice Information Services Traffic (e.g., NXX 550, 540, 976, 970, 940, as applicable) from **CLEC Customers served by resold Verizon Telecommunications Services or a Verizon Local Switching Network Element, **CLEC shall either (a) pay to Verizon without discount the Voice Information Services provider charges, or (b) enter into an arrangement with Verizon to bill and collect Voice Information Services provider charges</p>	

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				<p>from **CLEC's Customers.</p> <p>5.6 Either Party may request the other Party provide the requesting Party with non discriminatory access to the other party's information services platform, where such platform exists. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access.</p> <p>5.7 In the event **CLEC exercises such option, **CLEC will establish, at its own expense, a dedicated trunk group to the Verizon Information Service serving switch. This trunk group will be utilized to allow **CLEC to route information services traffic originated on its network to Verizon.</p>	
VI-1(BB)	Telephone numbers	<p>10. Telephone Numbers</p> <p>10.1 This Section applies in connection with MCIm Customers served by Telecommunications Services provided by Verizon to MCIm for resale or a Local Switching Network Element provided by Verizon to MCIm.</p> <p>10.2 MCIm's use of telephone numbers shall be subject to Applicable Law, the rules of the North American Numbering Council, and the North American Numbering Plan Administrator, the applicable provisions of this Agreement</p>	<p>See Issue VI-1 generally.</p> <p>Resolved by including in the agreement Verizon's proposed language.</p>	RESOLVED	RESOLVED

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		<p>(including, but not limited to, this Section 10), and Verizon's practices and procedures for use and assignment of telephone numbers, as amended from time-to-time.</p> <p>10.3 Subject to Sections 10.2 and 10.4, if a Customer of either Verizon or MCIIm who is served by a Verizon Telecommunications Service ("VTS") or a Verizon Local Switching Network Element ("VLSNE") changes the LEC that serves the Customer using such VTS or VLSNE (including a change from Verizon to MCIIm, from MCIIm to Verizon, or from MCIIm to a LEC other than Verizon), after such change, the Customer may continue to use with such VTS or VLSNE the telephone numbers that were assigned to the VTS or VLSNE for the use of such Customer by Verizon immediately prior to the change.</p> <p>10.4 Verizon shall have the right to change the telephone numbers used by a Customer if at any time: (a) the Customer requests service at a new location, that is not served by the Verizon switch and the Verizon rate center from which the Customer previously had service; (b) continued use of the telephone numbers is not technically feasible; or, (c) in the case of Telecommunications Service provided by Verizon to MCIIm for resale, the type or class of service subscribed to by the Customer</p>			

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		<p>changes.</p> <p>10.5 If service on a VTS or VLSNE provided by Verizon to MCIIm under this Agreement is terminated and the telephone numbers associated with such VTS or VLSNE have not been ported to a MCIIm switch, the telephone numbers shall be available for reassignment by Verizon to any person to whom Verizon elects to assign the telephone numbers, including, but not limited to, Verizon, Verizon Customers, MCIIm, or Telecommunications Carriers other than Verizon and MCIIm.</p> <p>10.6 may reserve telephone numbers only to the extent Verizon's Customers may reserve telephone numbers.</p>			
VII-23	Should definitions contained in Verizon's tariffs prevail over the definitions within the parties' interconnection agreement?	<p>AT&T Proposed § 1.0 of the Verizon/AT&T Agreement.</p> <p>1.77 "Tariff" means any applicable federal or state tariff of a Party that is referenced in this Agreement, as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement. A tariff shall not include any "Statement of Generally Available Terms and Conditions" ("SGAT") which Verizon or its predecessor(s) in interest has filed or may file pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f).</p>	<p>VZ's proposal to permit its tariff definitions to trump terms defined in the ICA is inconsistent with the Act at § 251(c)(1). See also AT&T's Response to Issue III-18.</p>	<p>1.0 DEFINITIONS</p> <p>As used in this Agreement, the following terms shall have the meanings specified below in this Section 1. All capitalized terms used but not defined shall have the meanings set forth in the Act. Where a term is defined in both this Agreement and in a Verizon Tariff governing the provision of any services, arrangements, or facilities provided hereunder, the term as defined in the Verizon Tariff shall control, except as otherwise provided pursuant to an order by the Virginia State Corporation Commission</p>	<p>Section 1.0 of the Parties interconnection agreement should include a provision stating that when a term is defined in both the interconnection agreement and in a Verizon tariff governing the provision of any services, arrangements, or facilities provided in the interconnection agreement, the term as defined in the Tariff shall control, except as otherwise provided pursuant to an order by the Virginia State Corporation Commission in an arbitration proceeding between the Parties pursuant to § 252 of the Act. Failure to include such a provision may result in the terms as defined in</p>

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				("Commission") in an arbitration proceeding between the Parties pursuant to Section 252 of the Act.	the agreement controlling the definitions of those terms in tariffs, effectively setting those terms in stone and failing to preserve the flexibility, consistent with the Act and the public interest, of the Commission or the Virginia Commission.
VII-24	Should the parties' agreement define "Tariff" so as to exclude incorporation of future tariffs?	<p>AT&T Proposed § 1.77 of the Verizon/AT&T Agreement as follows:</p> <p>1.77 "Tariff" means any applicable federal or state tariff of a Party that is referenced in this Agreement, as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement. A tariff shall not include any "Statement of Generally Available Terms and Conditions" ("SGAT") which Verizon or its predecessor(s) in interest has filed or may file pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f).</p>	While certain services and arrangements are subject to tariffs, the Act expressly requires that particular terms and conditions applicable to local exchange service be negotiated, which dictates inclusion in the ICA. If tariffs were to supercede the ICA terms, then "negotiations" could be subverted by VZ fiat. Of course, inclusion of subsequent tariffs can be negotiated between the parties in the form of an amendment, or may be required if there is a change in law which contradicts the legality of a contract provision. See also AT&T's Response to Issue III-18.	<p>1.77 "Tariff" means any applicable federal or state tariff of a Party, as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement. A Tariff shall not include any "Statement of Generally Available Terms and Conditions" ("SGAT") which Verizon has filed or may file pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f).</p>	<p>AT&T should not be permitted to narrow the agreement's definition of "Tariff" to include only an applicable federal or state tariff of a Party "that is referenced in this Agreement." Although no local interconnection tariffs exist in Virginia today, the effect of AT&T's proposal would be to exclude any Tariffs affecting the Parties in Virginia that may exist in the future. Verizon advocated reference to all tariffs that may someday have a bearing on matters in question, recognizing that those terms and conditions may change from time to time. To do otherwise would stifle both Parties' potential in a fast-growing and increasingly competitive market. The very benefit of incorporating tariffs wherever possible is to allow the Parties to continue to perform pursuant to the contract as the Commission or the Virginia Commission sets new guidelines for local exchange carriers.</p>
VII-25	Should the parties' agreement provide for incorporation of future tariffs?	<p>AT&T Proposed § 2.3 of the Verizon/AT&T Agreement as follows:</p> <p>2.3 Each Party hereby incorporates by</p>	See response to Issue VII-24, which is identical.		AT&T's attempts to narrow the applicability of future tariffs must be rejected.

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		reference those provisions of its tariffs that are referenced herein that govern the provision of the applicable services or facilities provided hereunder. Subject to the terms set forth in Section 20 regarding rates and charges, to the extent any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement (including without limitation its Attachments, Exhibits and Schedules) shall prevail. In those instances where the tariff and the Agreement address the same subject matter and there is no conflict, the more specific provisions shall prevail over the more general. The fact that a condition, right, obligation, or other term appears in this Agreement, but not in any such tariff, or in such tariff but not in this Agreement, shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.			
VII-26	Should Verizon be compensated when its personnel arrive to perform services for an AT&T customer and are unable to gain access to the premises?	AT&T Proposed § 11.7.7 of the Verizon/AT&T Agreement is as follows: 11.7.7 If as the result of AT&T Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the AT&T Customer premises, AT&T will be assessed a non-recurring charge associated with this visit.	AT&T is willing to pay an appropriately compensatory charge for Verizon technician visits where no access is gained to the customer premise. This charge should be less than the charge when a visit results in a completed job because there is less effort expended. This lesser charge must be identified in the ICA price schedule.	11.7.7 If as the result of AT&T Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the AT&T Customer premises, AT&T will be assessed a non-recurring charge associated with this visit This charge will be the sum of the applicable Service Order Charge specified in Exhibit A and the Premises Visit Charge as specified in Verizon's applicable retail Tariff.	Verizon is entitled to compensation in such situations and this provision avoids uncertainty.

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VII-27	Resolved issues	Verizon Proposed §§ 5.2.3; 5.3; 5.4 5.5; 5.6.3, 6.3.12, 6.4, 10.1.1.2 (1st sentence should be deleted), 10.2.1.3, 20.1, 20.2, 20.4, 20.5, 28.9.3.1, 28.9.5, 28.9.7, 28.13, 28.17, Schedule 11, Section 10. of the Verizon/AT&T Agreement.	Verizon identifies a number of issues it contends have been resolved. These have not been incorporated into the current proposed redline agreement and thus can not be considered resolved/accepted by AT&T. AT&T reserves the right to supplement this response in light of pending negotiations.	Sections 5.2.3; 5.3; 5.4 5.5; 5.6.3, 6.3.12, 6.4, 10.1.1.2 (1st sentence should be deleted), 10.2.1.3, 20.1, 20.2, 20.4, 20.5, 28.9.3.1, 28.9.5, 28.9.7, 28.13, 28.17, Schedule 11, Section 10 of the Verizon/AT&T Agreement	The listed sections were resolved between the Parties. Verizon submits that the interconnection agreement should be updated to reflect the agreed upon language. Verizon's proposed interconnection agreement reflects this agreement and should be accepted by the Commission. To the extent Verizon's understanding regarding the Parties' settlement of these issues is incorrect, Verizon reserves its right to supplement this response.

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